

**THE TOWN OF BRANFORD
and
BRANFORD FIRE FIGHTERS LOCAL #2533
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO**

Expires June 30, 2022

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**CONTRACT BETWEEN
THE TOWN OF BRANFORD
and
BRANFORD FIRE FIGHTERS LOCAL #2533
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO**

PREAMBLE

The following contract is entered into by and between the Town of Branford (hereinafter referred to as the "Town") and Local 2533, International Association of Fire Fighters (hereinafter referred to as the "Union"), is designed to maintain and promote a harmonious relationship between the Town and its employees who are covered by the provisions of this contract, so that a more efficient and progressive public service may be rendered.

The following contract is entered into by and between the Town of Branford (hereinafter referred to as the "Town") and Local 2533, International Association- of Fire Fighters (hereinafter referred to as the "Union"), is designed to maintain and promote a harmonious relationship between the Town and its employees who are covered by the provisions of this contract, so that a more efficient and progressive public service may be rendered.

Whenever the masculine or feminine gender is used in this Agreement, it shall be construed to refer equally to either sex.

**ARTICLE 1
RECOGNITION**

The Town of Branford hereby recognizes Local 2533, International Association of Fire Fighters, AFL-CIO, as the exclusive representative and bargaining agent for the Fire Fighting bargaining unit, consisting of all uniformed full-time Firefighters, Firefighter/EMT's, Firefighter/Paramedics, Fire Inspector, Captains and Deputy Chiefs within the Branford Fire Department except the Fire Chief/Deputy Fire Marshal, Assistant Fire Chief/Fire Marshal and/or clerical personnel.

**ARTICLE 2
PAYROLL DEDUCTION OF
UNION FEES, DUES AND ASSESSMENTS**

The Town shall monthly deduct Union dues, initiation fees, fines and assessments from the earned wages of each employee in such an amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the Town.

The Union shall indemnify, defend and hold the Town harmless for any claims arising out of this Article.

Section 1

The Town will give each present employee and each new employee when hired, a copy of this contract.

ARTICLE 3
MANAGEMENT AND EMPLOYEE RIGHTS

Section 1

Except as otherwise modified or restricted by an express provision of this Agreement, the Town reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards or productivity and performance of its employees; determining the objectives of the Town and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications for newly created positions, the determination of the qualifications of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

Section 2

All other job benefits enjoyed by employees which are not specifically provided for or abridged in this contract are hereby protected by this contract.

ARTICLE 4
BULLETIN BOARDS

The Union may post items concerning Union meetings and Union information on the bulletin board provided by the Town. The Union may not post information that is disparaging of another person, offensive, defamatory, deliberately and maliciously false or otherwise not protected activity under the Municipal Employee Relations Act.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1

No permanent employee shall be dismissed, discharged, suspended, fined, reduced in rank or disciplined in any manner, except for just cause. If any employee is so disciplined and in

the judgment of the employee this action is taken by the Town without just cause or if any employee has a problem concerning the interpretation or application of any provision of this Agreement, the employee shall seek adjustment in the step order listed below.

- (A) The Union shall submit such grievance in writing on an approved grievance form to the Chief of the Fire Department within fifteen (15) days of the event giving rise to such grievance, or the grievance abates. Within ten (10) days after said Chief receives such grievance, he shall arrange to and shall meet with the representatives of the Union, for the purpose of resolving or adjusting such grievance.
- (B) If such grievance is not resolved to the satisfaction of the Union by the Chief, the Union may present such grievance in writing within fifteen (15) days after it receives an answer from the Chief to the First Selectman.
- (C) If such grievance is not resolved to the satisfaction of the Union by the First Selectman within seven (7) days, the Union may present such grievance in writing within seven (7) days after it receives an answer from the First Selectman to the Board of Fire Commissioners. Within thirty (30) days after said Fire Board receives such grievance, the Board shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- (D) If such grievance is not resolved to the satisfaction of the Union by the Fire Board within seven (7) days after such meeting, the Union may, within seven (7) days of the decision of the Fire Board, submit it to arbitration before the Connecticut State Board of Mediation and Arbitration. However, the Town may choose, in its discretion, to have the grievance heard before the American Arbitration Association as long as it pays for the cost of the administrative fee and the arbitrator. The decision of the arbitrator(s) shall be final and binding on all parties.
- (E) All references to "days" in this Article refer to calendar days. If the Town Hall is closed on a due date, the due date will be the next day the Town Hall is open.
- (F) Time limits specified may be extended by mutual agreement of the parties.
- (G) Fees assessed by the Arbitrator shall be borne equally by the Town and Union.
- (H) It is the function of the arbitrators to interpret the Agreement. They shall make and issue decisions only regarding matters expressly submitted to them within the written terms of this Agreement. The arbitrators have no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrators power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particular involved.
- (I) The arbitrators shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

Section 2

Any action taken under Section 1 above shall be stated in writing, giving the reasons for same, and a copy given to the employee and the Union at the time of such action.

ARTICLE 6 **UNION BUSINESS LEAVE**

Section 1

Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty, on their regular shift.

Section 2

One (1) member of the Union Grievance Committee' shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such member is scheduled to be on duty.

Section 3

One (1) Union officer, when necessary, shall be granted leave from duty with full pay to attend a meeting between the Town and a Union member which could lead to disciplinary action, if requested by said Union member.

ARTICLE 7 **STAFFING**

Section 1

The parties agree that in order to protect the health and safety of the employees in the Bargaining Unit, the minimum manpower on duty shall be ten (10) bargaining unit members. However, this does not prevent the Chief or his designee from assigning additional bargaining unit members based upon the operational needs of the department.

If the Chief or his designee assigns more than the ten (10) bargaining unit member minimum to work, and no bargaining unit member agrees to work, the Chief or his designee will offer the work to a qualified EMS part-time employee prior to ordering-in a bargaining unit member(s) who will receive time and one-half (1 ½) his/her regular rate of pay for time actually worked.

Bargaining unit members may decline up to two (2) order-ins each calendar year; however, a bargaining unit member cannot decline an order-in, even if they have not already declined two (2) order-ins in a calendar year, if the shift cannot be filled. Failure to answer a call for an order-in equates to a decline of an order-in and counts towards the ability to decline up to two (2) order-ins per calendar year.

There shall be no pyramiding of overtime.

Section 2

Whenever the manpower on duty on any platoon shall fall below the minimum level established in Article 7, above, the Chief shall fill such vacancy from the available bargaining unit firefighting personnel on an extra work basis and paid per Article 10.

Section 3

Any non-line personnel shall not be utilized to maintain the minimum complements of personnel required by Article 7, Section 1 either in an acting firefighter or acting officer capacity.

See Memorandum dated, July 25, 2017, addressing non-line personnel which is attached as Exhibit B.

Section 4

No employee shall be ordered to duty if the employee is on a scheduled vacation day/shift off, unless there is an operational need, as determined by the Chief or his designee.

Section 5

Order-ins in accordance with Article 7 shall not be made in an arbitrary and capricious manner.

ARTICLE 8 **HOLIDAYS**

Section 1

Each employee shall receive thirteen (13) holidays either in pay or in the form of a compensatory day off. Holiday pay for each of the thirteen (13) holidays shall be paid for twelve (12) hours at the employee's regular hourly rate. If requested, payment for each holiday shall be made on the pay day following the holiday or the pay day following the day a compensatory day off is taken in accordance with Section 2.

For the purpose of this Section, the following shall be considered legal holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Sunday
Memorial Day

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas

Section 2

Compensatory days off shall be identified by said holiday, shall be taken within the fiscal year in which they are earned, and shall be paid at the rate of pay the employee was earning at the time of said identified holiday.

Section 3

Each employee shall receive the holiday pay due such employee at the time of his/her retirement. In the event that an employee dies, the holiday pay due such employee shall be paid to his/her estate.

Section 4

Employees may be ordered to duty on a holiday based upon the operational needs of the department, as determined by the Chief or his designee. Order-ins shall not be made in an arbitrary and capricious manner.

Section 5

When an employee is unable to work due to an injury or illness, holidays will only accrue during the period of time the employee is eligible for FMLA leave.

ARTICLE 9 **WORKWEEK**

Section 1

The work week for all employees who perform firefighting duties shall be an average of forty-two (42) hours per week over the fiscal year. The forty-two (42) hours per week shall be as follows: One (1) day of twenty-four (24) hours each, followed by three (3) days off followed by another one (1) twenty-four hour day followed by three (3) days off. This work schedule shall be repeated over the term of the fiscal year. The twenty-four (24) hour day will be divided into blocks consisting of one (1) ten (10) hour day and one (1) fourteen (14) hour night, for the scheduling of vacations, holidays, and sick days.

However, the Chief or his designee may assign employees to either a five (5) day workweek

(Monday 8:00 a.m. to 4:00 p.m. and Tuesday through Friday, 8:00 a.m. to 4:30 p.m., or Monday through Friday, 8:00 a.m. to 4:00 p.m. for non-line personnel) or a four (4) day workweek. If employees volunteer for the day shift, the most senior qualified employee will be assigned. If there are no volunteers for the day shift, the least senior qualified employee will be assigned.

Employees who work in excess of 212 hours in a twenty-eight (28) day work period shall be compensated for all hours in excess of 212 at time and one-half (1-1/2x) their regular hourly rate in accordance with the Fair Labor Standards Act (FLSA) as amended. When a permanent vacancy occurs on the twenty-four (24) hour shift, the Chief will assign a firefighter from the day shift within ninety (90) calendar days. However, the Chief is not precluded from assigning a firefighter from the day shift to the twenty-four (24) hour shift, at any time, based upon the needs of the department.

ARTICLE 10

EXTRA WORK

Section 1

Whenever any employee works in excess of his regularly assigned work schedule, as provided in Article 9, (s)he shall be paid only for time actually worked, rounded up to the nearest one-half hour. An employee who is allowed by the Chief or his designee to respond voluntarily to a call-in will be provided with an opportunity to either remain on the job for a minimum of three (3) hours or leave work after addressing the reason for the call-in, if approved by the Chief or his designee, and get paid for actual hours worked if less than three (3) hours. This section does not apply to call-ins for an ambulance.

Section 2

Extra work shall be offered in rotation, first to those bargaining unit employees on the firefighter's extra work roster.

Section 3

The Fire Fighter's extra work roster shall consist of all bargaining unit employees. Bargaining unit employees shall have first right of refusal for all extra work, if qualified.

All overtime shall be filled by offering the opposite division the shift that needs to be filled first. Firefighters accepting the shift offered who has the fewest hours of overtime scheduled in the FLSA period in which the shift is scheduled shall be awarded the offered shift. This method of filling overtime shall be used to fill available shifts within rank of offered overtime prior to utilizing acting deputy chief's or captains.

<u>SHIFT DIVISION</u>	<u>DAYS</u>	<u>NIGHTS</u>
Division 1	3 – 2 – 4	3 – 4 – 2
Division 2	4 – 3 – 1	4 – 1 – 3
Division 3	1 – 4 – 2	1 – 2 – 4
Division 4	2 – 1 – 3	2 – 3 – 1

Section 4

New hires will be called after all the bargaining unit members until such time that they have completed probation.

Section 5

No employee shall be permitted to work more than twenty-four (24) consecutive hours on a medic unit without a ten (10) hour rest break or thirty-eight (38) consecutive hours on a non-medic unit without a ten (10) hour rest break. This requirement may be waived at the discretion of the Chief.

Section 6

Employees assigned to Fire Watch will be paid at the rate of \$15.00 per hour.

Section 7

Ambulance Stand-by/Cover — for the first call and/or the first hour after signing in, an employee will receive \$125.00; after the first hour, an employee will be paid at his/her hourly rate in increments of no less than"/ hour.

Ambulance Call-in Crew — an employee will receive \$62.50 per call. There shall be an additional payment of \$62.50 if patient contact is made and a patient care report is completed by the call-in crew or the patient is transported and a patient care report is completed by the call-in crew.*

*It does not constitute an additional call-in if the unit is diverted prior to arrival at the incident location.

Section 8

All employees shall use the time clock feature of the Department's payroll tracking software to account for all time worked outside of scheduled hours. "Scheduled hours" are all scheduled shifts where the employee's name appears under the heading "Work Schedule" located on the homepage of the payroll software in use by the Department. "Unscheduled hours" worked within the Town of Branford shall be recorded using an official department computer. Authorized unscheduled hours such as training that occurs out of Town may be

recorded using link provided (<https://secure7.aladtec.com/branfordfire/kiosk>) or by using the paper form(s) if requested and provided by the Department.

Section 9

Bargaining unit members shall have a right to a minimum of 15 shifts per month on Medic 3 in accordance with current practice.

ARTICLE 11 **VACATIONS**

Section 1

Each newly hired employee shall accumulate one (1) vacation day per month of service during the fiscal year in which they were hired.

On July 1 of the next fiscal year, the employee will accumulate one (1) vacation day per month until he/she reaches his/her one-year anniversary date. On the first of the month of his /her one (1) year anniversary the employee will be credited with the balance of his/her accrued vacation up to twelve (12) days.

Each fiscal year following an employee's one (1) year anniversary date the employee will be provided with twelve (12) vacation days on July 1st of such fiscal year.

In the fiscal year an employee completes ten (10) years of service the employee shall receive on the first of the month of his/her anniversary date an additional six (6) vacation days for a total of eighteen (18) vacation days for such fiscal year.

In the fiscal year an employee completes fifteen (15) years of service the employee shall receive on the first of the month of his/her anniversary date the additional three (3) vacation days for a total of twenty-one (21) vacation days in such fiscal year.

In the fiscal year an eligible employee completes seventeen (17) years of service the employee shall receive on the first of the month of his/her anniversary date the additional three (3) vacation days for a total of twenty-four (24) vacation days in such fiscal year.

Vacation for employees hired after July 25, 2017, will be capped at fifteen (15) years of service.

Section 2

Requests for vacation time in increments of between one (1) week and two (2) weeks for the period of July 1st through December 31st shall be submitted during the vacation sign-up period at the beginning of April. Requests for vacation time in increments of between one (1) week and two (2) weeks for the period of January 1st through June 30th, shall be submitted during the

vacation sign-up period at the beginning of October. The time requested will be based upon seniority and the operational needs of the department with a limit of two (2) fire personnel and one (1) officer off per shift.

Requests for vacation time in increments of less than one (1) week shall be submitted to the Chief or his designee at least thirty (30) days in advance. The time requested will be granted based upon seniority and the operational needs of the department with a limit of two (2) fire personnel and one (1) officer off per shift. Vacation time that is not submitted at least thirty (30) days in advance may still be granted in the sole discretion of the Chief or his designee.

An employee's request for time off will be granted or denied by Chief or his designee as soon as practical.

Nothing contained in this Article effects the ability of the Chief or his designee to order-in employees who are not on vacation when deemed necessary.

Section 3

The purpose of vacation leave is rest and relaxation and to separate the employee from his work environment. No employee may elect to receive additional wages in lieu of vacation leave, except that any employee who is entitled to vacation leave at the time of his retirement shall receive one (1) day's pay (Twelve hours at the employee's regular hourly rate) for each day of unused vacation leave.

Section 4

Vacation leave may not be carried over from one fiscal year to the next fiscal year. An employee's failure to use all vacation leave prior to the end of the fiscal year in which it was received shall result in the loss of the unused vacation leave; except that in unusual circumstances, and for good cause shown, the Chief may approve the carryover of unused vacation leave from one fiscal year to the next in order to avoid a hardship to an employee.

Section 5

In the event that an employee is entitled to vacation leave at the time of his/her death, his/her estate shall receive vacation pay on the same basis as that to which the employee is entitled to vacation leave due at the time of retirement.

Section 6

Each member may choose to exchange in each contract year up to three (3) days of paid sick leave for three (3) days of paid personal leave. Said personal days may be taken any time during the fiscal year with the prior written approval of the Chief or his designee, which approval will not be unreasonably withheld. The member must, except in the case of an emergency or the illness of his/her spouse or child, make a written request to the Chief not later than seven (7)

days in advance. Paid personal leave may not be taken on any of the holidays set forth in Article 8, Section 1.

ARTICLE 12

SICK LEAVE

Section 1

Each employee shall be entitled to one (1) day of sick leave with pay for each full month of regular service with the Fire Department, not to exceed twelve (12) sick days per fiscal year. Any portion of sick leave which has been or shall be unused shall be accumulative up to one hundred sixty (160) sick leave days. Sick leave is not to be considered extra vacation time nor holiday time nor used for purposes other than specified in this Article. Sick leave is time when the employee is unable to report to work due to a non work-related illness or injury which is not accepted by workers compensation.

Section 2

Each employee who is entitled to accumulated sick leave at the time of his/her retirement shall receive one (1) day's pay, twelve (12) hours pay at the employee's regular hourly rate for each day of accumulated sick leave, up to a maximum of eighty (80) days for such accumulated sick leave. In the event of the death of an employee who is entitled to such accumulated sick leave, such pay shall be paid to his/her estate.

Section 3

All employees hired after July 1, 1993 who are entitled to accumulated sick leave at the time of his/her retirement shall receive one (1) day's pay, twelve (12) hours pay at the employee's regular hourly rate for each day of accumulated sick leave up to a maximum of sixty (60) days for such accumulated sick leave. In the event of the death of an employee who is entitled to such accumulated sick leave, such pay shall be paid to his/her estate. All employees hired after December 1, 1998, shall not be entitled to payment for accumulated sick leave.

Section 4

Sick leave shall be considered to be an employee's absence from duty with pay because his/her illness or injury (neither job connected).

Section 5

Any employee absent from duty for three (3) or more shifts (eight (8), eight and one-half (8 1/2), ten (10), or fourteen (14) hours) within a rolling thirty (30) day period due to sickness or accident shall on request provide the Chief with a note from a licensed physician, a licensed physician's assistant or an Advance Practice Registered Nurse (APRN) certifying the nature of his/her last absence from work. The Town will respect the employee's privacy

rights regarding the contents of the note. Prior to returning to work, the Town reserves the right to send the employee for a fitness for duty exam in accordance with the requirements of NFPA 1582, at no cost to the employee, to determine if the employee can perform the essential functions of his/her position with or without a reasonable accommodation.

Section 6

Leave for family or medical reasons shall be afforded in compliance with the Family Medical Leave Act. An employee on FMLA due to his/her own serious health condition must use his/her accrued sick time prior to accrued vacation time or other accrued personal time. An employee on FMLA who is not on leave due to his/her own serious health condition must first use up to forty (40) hours of his/her accrued sick time, then one-half (1/2) of his/her accrued vacation time (unless the employee chooses to use more) and then, if still on FMLA, his/her accrued personal days or accrued holidays.

Section 7

An employee who is absent from work due to sickness or who books off a shift due to sickness will not be eligible for either overtime assignments or swaps, including previously approved overtime or swaps, until (s)he works or is off from work due to a vacation or holiday on his/her entire next scheduled workday. However, the Chief may, in his sole discretion, allow an employee to attend a training session. An employee who is otherwise ineligible for an overtime assignment due to sickness, or who books off a shift due to sickness, shall be given the option to fill an available overtime assignment prior to another employee being ordered in to fill the overtime assignment.

Section 8

The Town will not advance unearned sick days to employees.

Section 9

When an employee is out of work, sick days shall only accrue during the period of time the employee is on a covered FMLA leave.

ARTICLE 13 **WORKERS' COMPENSATION**

Section 1

An employee injured or disabled in the performance of his duties who qualified under the Workers' Compensation Act and its most recent amendments for benefits is entitled to the difference between compensation benefit and his normal daily wage so long as he is disabled for duty.

Section 2

Provided, however, that the Town's responsibility for benefits in Section 1 shall commence after the employee's workers' compensation claim has been accepted and shall continue until the employee reaches maximum medical improvement or, based upon a physician's examination which may be subject to an Independent Medical Examination, a determination is made that as a result of the employee's injury, the employee will never be able to perform the essential functions of his/her position; however, the period of time that the Town will supplement workers' compensation payments shall not exceed twelve (12) months over a rolling two (2) year period; however, if, at the end of the twelve (12) month period, the employee's doctor states that (s)he will be able to return to work, without restrictions, within ninety (90) calendar days and the Town's doctor concurs with the employee's physician, the employee's job will remain open. If, however, the Town's doctor does not concur with the employee's physician, the employee's physician and the Town's physician will agree upon a physician who will examine the employee to determine if (s)he will be able to return to his/her position, without restrictions, within ninety (90) calendar days. If it is determined that the employee will not be able to return to his/her position within ninety (90) calendar days, his/her employment with the Town will be separated. The Town shall be entitled to reimbursement for any payment made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law. It is understood that at any time during the twelve (12) month period if it is determined that the employee will not ever be able to return to full duty, his/her employment will be separated.

Section 3

It is understood that under no circumstances is a disabled employee to receive from any governmental-funded program (Workers' Compensation, Social Security, C.E.T.A., Town-paid insurance, etc.) sums permitting his income to exceed his normal daily wage.

Section 4

Such disabled employee shall be entitled to all other provisions of the Workers' Compensation Act including medical, surgical, pharmaceutical and hospital care, if he qualifies for Workers' Compensation.

Section 5

Any employee, at the Town's discretion, shall have an examination by a physician, selected by the Town certifying the employee's ability to perform his duties.

Section 6

Any employee suffering any illness or injury on the job must immediately report same to his superior officer.

Section 7

Both employee and Town recognize and agree that the purpose of Workers' Compensation and other Town-funded or governmental-funded disability programs are to maintain an employee during a period of job-connected disability. It is intended by both parties that under no circumstances would a disabled employee's daily wages ever exceed the daily wage of a similar employee with the same position on active service. Therefore, it is recognized that while the Town obliges itself to so equal a disabled man's daily wage, that contribution is offset by Workers' Compensation, Town paid disability insurance (if any), Social Security payments, and any other form of program not paid for by the individual.

ARTICLE 14 **SPECIAL LEAVE**

Section 1

Each employee may be granted special leave for any day or days on which (s)he is able to secure another employee to work his shift provided:

- (A) Such substitution does not impose any additional cost on the Town.
- (B) Such substitution is within classification only, unless otherwise authorized by the Chief.
- (C) The employee makes up the substitution by working the same amount of time for the employee who substituted for him/her within sixty (60) calendar days of the substitution. Swaps must be between two (2) employees.
- (D) Within each fiscal year, the number of times an employee can have another employee substitute for him/her shall not exceed fifteen (15) times, except upon written application and approval by the Chief.
- (E) Such substitutions are designated by each employee in the scheduling software program.
- (F) Such substitutions are not made for the purpose of being able to work a part-time job, except if the employee makes a substitution to teach a Firefighting/EMS course and the employee provides the Chief with a copy of his teaching schedule thirty (30) days prior to the substitution.
- (G) The Chief is notified not less than one (1) day prior to its becoming effective, except in the case of emergency, notification may be made by telephone.
- (H) Neither the Department nor the Town is held responsible for enforcing any agreements made between employees.
- (I) Once a swap is approved it cannot be changed within twenty-four (24) hours of the swap.

ARTICLE 15
FUNERAL LEAVE

Section 1

Each employee who is scheduled for duty shall be granted leave with pay in the event of a death in his immediate family. Such leave shall start on the day of death and continue through and including the day of burial, except that in no event shall such leave be more than two (2) twenty-four (24) hour shifts, or four (4) workdays if assigned to the day shift, commencing with the day of death. Such leave may be extended at the discretion of the Chief of the Department.

For the purpose of this Article, the term "immediate family" shall mean and include the following: Mother, Father, Step Parent, Mother-in-Law, Father-in-Law, Sister, Brother, Spouse, Child, Step Child, Grandparents and Grandchildren.

In addition, each employee shall be granted one (1) twenty-four (24) hour shift, or one (1) workday if assigned to the day shift, of funeral leave to attend the funeral services or wake of an aunt or uncle, a spouse's aunt or uncle, a spouse's brother, sister and grandparents, and any relative living within the employee's household.

ARTICLE 16
LEAVE OF ABSENCE WITHOUT PAY

Section 1

The Board of Fire Commissioners may grant a leave of absence without pay to any employee, upon his/her request, for a period not to exceed one (1) year. Upon expiration of an approved leave of absence, or earlier if so requested by such employee, with two (2) weeks' notice he shall be reinstated to his former employment status as of time leave was granted provided he is physically able to perform the duties of such employment. Said employee shall take and pass a physical examination from the Department physician at the expense of the Town before being reinstated to his position. In no case shall such leave be granted for the sole purpose of accepting other employment or self-employment. However, an employee whose principal reason for taking a leave of absence is other than seeking new employment may be employed during such leave. Except as provided below, fringe benefits will not continue to accrue during such leave.

Section 2

An employee on leave of absence may at his/her option participate in any insurance plan provided to bargaining unit employees which is set forth in Article 26 if he pays all premiums one (1) month in advance for such insurance coverage. If the Pension Plan permits the employee to similarly contribute in his absence, the Town has no objection to his arranging contributions.

ARTICLE 17
MILITARY LEAVE

Military leave shall be afforded in accordance with Town policy.

ARTICLE 18
SENIORITY

Section 1

Seniority shall consist of the relative length of accumulated regular service of each employee as a full-time career firefighter for the Town. An employee's length of service shall not be reduced by time lost due to sick or injury leave. Employees who have the same length of service shall be placed on the seniority list in the order that they appeared on the eligibility list from which they were appointed.

Section 1a

An employee's seniority shall be lost when (s)he:

- (1) having quit voluntarily;
- (2) dismissal for cause;
- (3) retirement;
- (4) fails to report to work within fourteen (14) calendar days of being notified that he is being recalled;
- (5) fails to report to work upon the termination of an approved leave of absence;
- (6) is absent for a period of three (3) consecutive shifts without notifying the Town;
- (7) is absent as a result of illness, accident or injury on the job not exceeding twelve (12) months over a rolling two (2) year period, unless extended by the Fire Commission; or
- (8) If the employee has no more accrued vacation, sick or personal leave and thus would not be paid for time off from work, unless an unpaid leave of absence is granted by the Fire Commission.

An employee, whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered as a new employee if he/she is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2

In the event of a reduction in the work force, all layoffs shall be made in inverse order of Departmental Seniority. For up to twenty-four (24) months from the date of layoff, any subsequent hiring shall be confined to previously laid off employees by hiring the last employee laid off who has not been subsequently rehired until all such laid off employees offered reinstatement more than twelve (12) months after the date of layoff shall be required to take and pass physical and agility examinations demonstrating his fitness for and ability to perform the

duties of his position. The Chief shall provide each laid off employee with a minimum of four (4) weeks written notice of his recall. In addition, no laid off employee who has been convicted of a felony shall be rehired.

ARTICLE 19

UNION ACTIVITY PROTECTED

Except for the right to strike to withhold services which are hereby prohibited, all other lawful Union Activities are protected. Nothing shall abridge the right of any duly authorized person or representative of the Union to present the views of the Union to the Citizens on the issues which affect the welfare of its members. The Union shall be permitted to hold union meetings in the fire station after 6:00 pm. The on duty personnel may attend union meetings provided it does not delay response to alarms in any manner and provided further that it is not in conflict with scheduled training and/or other assigned functions. The Union shall notify the Chief and/or the Assistant Chief at least twenty-four (24) hours in advance of any union meeting.

ARTICLE 20

PROBATIONARY PERIOD

To enable the Board of Fire Commissioners to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of Fire Fighter shall be deemed final until after the expiration of one (1) year Probationary service. During the probationary period of any employee, the Board of Fire Commissioners may terminate the employment of such employee if during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such appointment; any such termination shall not be subject to the provisions of Article 5. Nothing contained herein shall be used to deny any employee of any rights or benefits to which he may be entitled under the pension provisions covering employees of the Fire Department. A probationary employee may present and have grievances processed in accordance with the provisions of Article 5 on any matter not pertaining to termination of employment.

Shifts lost from work in excess of five (5) for any reason (other than vacation, holiday or personal time) during the probationary period shall not be counted as employment for purposes of computing the probationary period.

ARTICLE 21

GENERAL PROVISIONS

Section 1

The Fire Chief shall post and/or email all notices issued by him/her and by the Board of Fire Commissioners.

Section 2

In the event of any change in federal or state legislation which would impact on any provision of this Agreement, either party shall notify the other party in writing of its intent to reopen the Agreement for the sole purpose of negotiating said change.

Section 3

As a condition of continued employment, each employee hired after June 30, 1987 shall: (i) successfully complete a state-approved EMT training course within twelve (12) months of his date of hire and hold a valid card certifying he is a qualified EMT; and (ii) maintain his EMT certification. The provisions of (ii), above, may be waived at the discretion of the Chief, on a case by *case* basis and for good cause. The provisions of (ii) above may be reopened at the request of either the Town or the Union in the event the State of Connecticut or Yale New Haven Sponsor Hospital requires members who are not currently nationally registered to become nationally registered.

Section 3.A

Each employee hired as a Firefighter/Paramedic shall: (1) successfully complete a state approved paramedic training course within twenty-four (24) months of his/her date of hire and hold a valid card certifying that (s)he is a qualified paramedic; "qualified paramedic" shall mean that the employee has a valid Connecticut paramedic license and (s)he has received medical control from Yale New Haven Sponsor hospital. (S)he shall also maintain his/her paramedic certification for the duration of his/her employment with the Town. However, employees hired prior to July 1, 2004, shall maintain his/her paramedic certification for at least fifteen (15) years while employed by the Town. Prior to the beginning of the sixteenth (16th) year of employment with the Town, and every two (2) years thereafter, employees shall inform the Chief as to whether they will be maintaining their paramedic certification. Once employees indicate that they will be maintaining their paramedic certification or if they subsequently renew their paramedic certification, they must maintain it in blocks of two (2) years. This condition may be waived at the discretion of the Chief, on a case by case basis and for good cause. The provisions of this Article may be reopened at the request of either the Town or the Union in the event the State of Connecticut or Yale New Haven Sponsor Hospital require members who are not currently nationally registered to become nationally registered. If an employee does not wish to maintain his/her paramedic certification when allowed by this Section, (s)he must relinquish their Yale New Haven Sponsor Hospital Paramedic medical control clearance and comply with Section 3 of this article. The employee will be required to complete refreshers as if they hold an EMT-B certificate no longer than every three years. Refresher classes will be paid by the Town.

The above-referenced condition shall be granted based upon seniority and shall be suspended if the total number of "qualified Paramedics" in the Department who are actively working drops below twenty-four (24) Firefighter/Paramedics. The minimum number of

line (non-officer) "qualified Firefighter/Paramedics" who are actively working shall be twenty-four (24), evenly distributed among the four divisions.

Section 4

The term "hourly rate" or "regular hourly rate" shall mean the product of an employee's annual wage as set forth in Exhibit A divided by 2184.

Section 5

Without limiting any current rule, regulation or contractual provision, no employee shall possess, distribute, sell or be under the influence of alcohol, during working hours, or any illegal drug, during working or non-working hours, or while operating a Town vehicle. Illegal drugs include any controlled substances as defined by applicable state and federal statutes or regulations. Use or possession of a controlled substance during working hours or while operating a Town vehicle which has been prescribed by a medical or dental practitioner licensed to prescribe controlled substances is not prohibited by this Section, but may violate other rules, regulations or contractual provisions if the employee's ability to do his job safely and properly is unreasonably impaired.

Section 6

The Town shall, on every other Thursday, distribute to employees by direct deposit their regular payroll check; employees will be provided access to view their pay statements, W2s and other benefits and personal information through the Town's payroll provider. If a holiday occurs on a payday, payments shall be made on the last working day preceding the holiday.

Section 7

An employee may hold an outside job as long as the job does not interfere with and/or conflict with an employee's position in the fire department, an employee's performance, or an employee's ability to meet the requirements of his/her position in the fire department.

Section 8

Employees shall advise the Town if their license has been suspended no later than the first shift following the date their license was suspended. As long as the Town is notified timely in accordance with this section, said disclosure shall not be the basis for disciplinary action.

ARTICLE 22 **WAGES**

The wages for all employees shall be as set forth in Exhibit D. The starting rate for newly hired employees will be as follows: seventy percent (70%) of the Firefighter rate for the first year of employment; eighty percent (80) of the Firefighter rate for the second year of

employment; ninety percent (90%) of the Firefighter rate for the third year of employment; and one hundred percent (100%) of the Firefighter rate for the fourth year of employment.

Upon the recommendation of the Fire Chief, the Branford Fire Commission ("Commission") may deviate from the salary progression set forth above when hiring a Firefighter/Paramedic from another Department ("lateral hire"). The Commission, upon the Fire Chief's recommendation, and in its discretion, will take into consideration the Firefighter/Paramedic's qualifications and prior experience when deciding the percentage of the Firefighter/Paramedic hourly rate to be paid (70% to 100%).

Payment for stipends will be made in two (2) equal installments: the first payment will be made by December 15th and the second payment will be made by June 15th. Payment for stipends will be made no later than the second pay period in December and the second pay period in June. Said payments will be prorated based upon the month an employee obtains his/her certification. Further, employees must be on the payroll to receive payment for a stipend.

Total stipend payments for a fiscal year will be as follows:

EMT - \$2,000

PAR or DC/PAR - \$5,000

DC/EMT - \$2,000

Upon execution (for employees on the payroll at that time) and retroactive to July 1, 2019 - 2.5%

July 1, 2020 — 2.5%

July 1, 2021 - 2.5%

ARTICLE 23

CLOTHING ALLOWANCE

Section 1

Effective July 1, 2019, new employees shall receive \$1,000 to purchase their required uniform. Thereafter, effective July 1, 2019, each employee shall receive a clothing/equipment/shoe allowance in the amount of \$800 each fiscal year.

Section 2

The Town shall provide each employee with his/her own protective clothing of good quality and condition that meets or exceeds "OSHA/NFPA" standards.

ARTICLE 24

LONGEVITY

Section 1

Effective July 1, 2009, each full time regular employee shall, in addition to his regular pay, receive the following annual longevity payment:

upon completion of 5 years of service: \$395.00 upon
completion of 10 years of service: \$500.00 upon
completion of 15 years of service: \$545.00 upon
completion of 20 years of service: \$575.00

An employee's anniversary date of hire will be used to determine his/her length of service as a full-time firefighter and longevity payments shall be made in payroll period following said anniversary date of hire.

A longevity payment shall not be made during the calendar year following retirement or other separation from employment.

Employees hired after July 1, 2009 will not be eligible to receive longevity payments.

ARTICLE 25

PENSION

The accepted and current State pension plan for the employees of the Branford Fire Department shall continue. Employee contributions to said plan shall be made on a pretax basis.

ARTICLE 26

INSURANCE PROGRAMS

Section 1

- A. The Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health insurance plan(s)) on the first day of the month following an employee's date of hire, unless the employee's date of hire is the first day of the month. See Exhibit C.

All eligible employees and dependents will have the choice of enrolling in the following medical plan: Employees may enroll in a HDHP with a \$2,000/\$4,000 deductible with a Health Savings Account ("HSA"). The Town will contribute 50% of the applicable deductible each plan year to an employee's HSA. The Town's contribution to a newly hired employee's HSA will be prorated based upon the month (s)he begins employment with the Town. Employees must be enrolled in the HDHP for the entire plan year. Employees may opt-out of both plans and receive a \$1,000 opt-out benefit.

The Town of Branford may provide medical and prescription drug benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration thirty (30) days prior to said change or as soon as practicable.

- B. All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted bi-weekly by the Town on a pre-tax basis.
 - 1) Employees shall contribute seventeen percent (17%) by weekly payroll deduction if enrolled in the HDHP.
- C. Life Insurance is provided to all employees after three (3) months of service in the amount of \$75,000.
- D. Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resource Director in writing:

- 1. Involuntary termination of the alternative health benefit plan coverage;
- 2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
- 3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
- 4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse, the Town, by payroll deduction the prorata share of any waiver payment made.

Section 2

Each employee who retires who has reached the earlier of age fifty-five (55) with at least ten (10) years of continuous service or fifteen (15) years of aggregate service, or twenty-five (25) years of aggregate service with no age requirement, shall be provided with the medical insurance coverage in effect at the time of retirement for the retiree and his/her spouse. However, said coverage is subject to change in accordance with changes in subsequent collective bargaining agreements.

- a. Each employee who retires from the Branford Fire Department due to a permanent and total disability arising from the performance of his duties as a Fire Fighter and who is physically incapable of gainful employment shall be provided with the same medical coverage as set forth in Section 1, above, for the retiree and his spouse only. The Town may require an annual review of the disabled retiree's physical condition to determine continued eligibility to receive his benefit.
- b. Each employee who retires from the Branford Fire Department after the effective date of the arbitration award (i.e. December 23, 1991 due to a permanent and total disability arising from the performance of his duties as a Fire Fighter and who is physically incapable of gainful employment shall be provided with the same medical coverage as set forth in Section 1, above, for the retiree, his spouse and eligible dependent children up to, but not including age eighteen (18). The Town may require an annual review of the disabled retiree's physical condition to determine continued eligibility to receive his benefit.
- c. When the retiree or spouse reaches age sixty-five (65), the Town shall provide and pay for a Medicare supplement (Plan F), or the next succeeding plan after elimination, and Bluescript prescription drug rider or comparable prescription drug coverage in lieu of the insurance coverage described in Section 1 above.
- d. The cost of the insurance benefits set forth in Section 1 above shall be paid 100% by the Town for the retiree and 50% by the Town for the Retiree's spouse. The obligation of the Town to provide or pay for the cost of the benefits set forth above in Section 1 shall continue only during the life of the retiree; provided that the retiree and his spouse shall remain eligible for those benefits under the regulations of the insurance carrier. Employees hired after July 1, 2004 who retire from the Town will not receive insurance benefits for their spouse. For employees hired after ratification and approval of this Agreement that, expires on June 30, 2019, upon retirement, the cost of the insurance benefits set forth in Section 1 above shall be paid 75% by the Town for the retiree only.

If the retiree or his spouse is offered comparable insurance coverage to the insurance coverage being offered by the Town, said retiree and his spouse shall not receive the insurance offered by the Town. If there is a premium share required by the insurance plan, the Town shall reimburse the retiree for said cost. However, if the retiree or his spouse thereafter become ineligible for the insurance, the retiree and his spouse shall receive the insurance benefits offered by the Town, as set forth in this section,

- e. No insurance claim, cost premium or payment shall be made retroactively from the date of the execution of this Agreement.
- f. In the event any Fire Fighter dies in the line of duty, his surviving spouse and eligible dependent children up to, but not including age eighteen (18) shall be provided with insurance benefits set forth in 2(a) and 2(c) above. The Town shall pay 50% of the cost of these benefits unless and until the spouse (i) remarries, (ii) has similar insurance benefits available to her through her employer, or (iii) is otherwise ineligible for these benefits under the regulations of the insurance carrier.

ARTICLE 27

TRAINING

Whenever an employee is required by the Town to attend any training class which pertains to his or her job as a Fire Fighter; Fire Fighter/EMT; or Fire Fighter/Paramedic; said employee shall be paid at his or her regular hourly rate only for time spent in the class or actually training in accordance with the provisions of the F.L.S.A.

ARTICLE 28

PHYSICAL FITNESS

Section 1

All Local 2533 members shall participate in the PEER Fitness Program as described in Occupational Safety and Health Policy 401.03 (effective 2/1/2017) and Policy 401.04 (effective 9/18/19).

Section 2

The Town reserves the right to require an annual physical examination for each employee. The examination shall be conducted by a physician selected by the Town and the cost of said examination, not covered by the employee's insurance shall be paid by the Town. Supplemental tests, if required, shall be defrayed by the employee's health insurance where applicable. Test results shall be reported to the Fire Chief and shall become part of the employee's Medical File. In the event the employee is deemed unfit for duty, test results may be sent to the Board of Fire Commissioners. In the event that a question of continued employment arises as a result of an annual physical examination, the employee may, if he or she wishes, consult his or her own physician at his or her own expense. In the event a physician selected by the Town and physician selected by the employee are unable to agree concerning the continued employability of the employee, a third physician, chosen by the town physician and the employee's physician (with the cost of same to be

shared equally by the Town and the employee), shall determine the continued employability of the employee.

Section 3

All employees hired after June 30, 1987 shall be non-smokers. As a condition of continued employment all employees shall not smoke or use tobacco in any form either on duty or off duty. Any act committed by an employee in violation of this provision will subject said employee to disciplinary action as deemed proper by the Chief, including, without limitation, termination of employment.

ARTICLE 29 **ACTING POSITIONS**

When a Captain is directed by the Chief or his designee to work as an acting Deputy Chief, (s)he will be paid the regular hourly rate of a Deputy Chief for the time actually worked, rounded up to the nearest whole hour. The Commission will assign the four highest scoring employees who are not appointed to Captain, to be used, when necessary, as Acting Captains. The assignment as an Acting Captain shall be in effect until the results of the next test for Captain. Employees designated as Acting Captains will be paid the Captain's rate of pay for time actually worked filling in for a Captain. The Chief will assign each employee designated to Acting Captain to a separate shift. When filling a Captain's position, Captains, then Deputies have first right of refusal prior to Acting Captains.

ARTICLE 30 **ATTENDANCE**

Failure to show-up for work places a significant burden upon co-workers and also upon the Department's ability to effectively service the public.

**OCCURRENCE
OF ABSENCE:** An occurrence of absence is one (1) continuous period of absence from an employee's scheduled work shift. Missing the morning shift and returning for the evening shift is one (1) occurrence of absence. Leaving a shift prior to the end of the employee's scheduled work time is one (1) occurrence of absence.

EXCEPTIONS: Paid vacations, paid holidays, up to forty (40) hours of sick leave taken in accordance with Connecticut's paid sick leave law (Conn. Gen. Stat. 31-71r)* jury duty, military service, FMLA leave and/or workers' compensation leave will not be counted as absences against an employee's attendance record.

RECORD PERIOD: Records will be kept and appropriate action will be taken based on attendance records. Disciplinary action will be based on an employee's attendance record over a consecutive period up to but not to exceed a rolling twelve (12) consecutive months.

CORRECTIVE

ACTION: Disciplinary action will be based on an employee's attendance record over a consecutive period up to but not exceeding a rolling twelve (12) consecutive months.

Any employee who has four (4) occurrences of absence during a rolling twelve (12) month period will be given a verbal warning.

Any employee who has five (5) occurrences of absence during a rolling twelve (12) month period will be given a written warning.

Any employee who has seven (7) occurrences of absence during a rolling twelve (12) month period will be suspended without pay for a period of one (1) week.

Any employee who has nine (9) occurrences of absence during a rolling twelve (12) month period will be terminated.

LATENESS: "Late to work" is when an employee shows up to work after his/her scheduled starting time.

Two (2) "Late to works" over a rolling twelve (12) month period will equate to one (1) occurrence of absence for the purposes of appropriate corrective action to be taken, as set forth above.

The term "perfect attendance" shall mean that an employee is at work each consecutive workday during the periods set forth below. Absences from work due to sickness, workers' compensation, suspension from work or an approved leave of absence do not count as being at work and, therefore, an employee who is off work for any of these reasons during the periods set forth below will not have perfect attendance.

Employees with perfect attendance during the periods set forth below will earn one (1) additional shift off from work which shall be taken within ninety (90) calendar days of being earned at a time that is mutually agreeable to the Chief, or his designee, and the employee. The employee will have the option of taking either a ten (10) hour day shift off or a fourteen (14) hour night shift off. This earned time off shall not be paid out if not used.

July 1st thru October 31st
November 1st thru February 28th
March 1st thru June 30th

** Up to forty (40) hours a calendar year may be taken in accordance with Connecticut's paid sick leave law (Conn. Gen. Stat. 31-71r), which allows sick leave for: an employee's illness, injury or health condition, the medical diagnosis, care or treatment of an employee's mental illness or physical illness, injury or health condition, preventative medical care for an employee; or for an employee's child's or spouse's illness, injury or health condition, the medical diagnosis, care or treatment of an employee's child's or spouse's mental or physical illness, injury or health condition, or preventative medical care for a child or spouse of an employee; and where an employee is a victim of family violence or sexual assault for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to such family violence or sexual assault, or to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.*

ARTICLE 31

LIGHT DUTY POLICY

In order to help reduce workers' compensation and other related costs, and to assist employees who were injured at work and who are covered by the Connecticut's Workers Compensation Act, the Town may, in its sole discretion, offer temporary fire department light-duty job assignments upon submission of required medical documentation demonstrating a medical restriction preventing the employee from safely performing her job functions. The Chief or his designee will determine the shift(s) to be worked. Temporary light duty assignments will not exceed a maximum period of ninety (90) shifts, unless extended in the sole discretion of the Town. If a light-duty assignment is offered by the Town in accordance with an employee's medical restrictions and the employee refuses to accept the offer of light-duty, the employee's right to workers' compensation benefits may be affected as well as the employee's continued employment by the Town.

Light-duty assignments under this policy are specially created temporary job assignments based upon the employee's medical restrictions. The employee shall remain on his/her scheduled shift. However, once an employee is out of work for a period of thirty (30) calendar days from the date of an injury, the Chief will assign light duty on either a four (4) day/ten and one-half (10 ½) hour shift, Monday – Thursday or Tuesday – Friday, starting at 8:00 am and ending at 6:30 p.m. or a five (5) day, Monday – Friday work week scheduled as follows: four (4) days beginning at 8:00 a.m. and ending at 4:30 p.m. and one (1) day beginning at 8:00 a.m. and ending at 4:00 p.m. An employee shall work the same schedule each week; however, employees shall not be assigned to work on a holiday and will receive holiday pay that is deducted from their accrued holidays. Employees assigned to light-duty will accrue and use sick days, vacation days and holidays based upon their above-referenced assignment. A request to change schedules shall be submitted to the Chief or his designee a minimum of two (2) weeks prior to the start of the requested change. Requests shall not be unreasonably denied.

Such light-duty assignments are temporary assignments only, are not vacant or permanent positions within the Town's workforce and are not available to employees on a permanent basis under any circumstances. The availability of such light duty assignments depends on the employee's medical

restrictions and the operational needs of the Town. Further, the existence of this light duty policy does not, in any way, guarantee that light duty will be available at any given time. The Town will continually review the employee's temporary light duty assignment based upon its operational needs and the employee's medical condition to determine if continuation of the assignment is appropriate. If, at any point, an employee is medically determined to have sustained permanent restrictions, the creation or continuation of a temporary light duty assignment will not be considered.

ARTICLE 32

DURATION

This contract shall commence upon execution and extend through June 30, 2022. Either party wishing to amend or modify this Agreement for application beyond June 30, 2022, must so notify the other party in writing no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to the expiration date of this Agreement. Within ten (10) days of receipt of such notification by either party, a conference shall be held between the Town and Union for the purpose of such amendment or modification.

The present Agreement will remain in full force until a new Agreement is signed. Dated at Branford, Connecticut this 27th day of September, 2019.


Local #2533


James B. Cosgrove, First Selectman

Local #2533


Thomas Mahoney, Fire Chief


Margaret Lubberda, Director of Human
Resources

**Proposed Fire Wages Exhibit A
2019-2022**

	7/1/2018-6/30/2019	7/1/2019-6/30/2020	7/1/2020-6/30/2021	7/1/2021-6/30/2022
	1,025	1,025	1,025	1,025
Firefighter				
Hourly	\$ 33.42	\$ 34.26	\$ 35.11	\$ 35.99
Bi-Weekly	\$ 2,807.28	\$ 2,877.46	\$ 2,949.40	\$ 3,023.13
Annual	\$ 72,989.28	\$ 74,814.01	\$ 76,684.36	\$ 78,601.47
Captain				
Hourly	\$ 36.10	\$ 37.00	\$ 37.93	\$ 38.88
Bi-Weekly	\$ 3,032.40	\$ 3,108.21	\$ 3,185.92	\$ 3,265.56
Annual	\$ 78,842.40	\$ 80,813.46	\$ 82,833.80	\$ 84,904.64
Fire Prevention Inspector*				
Hourly	\$ 37.91	\$ 38.85	\$ 39.82	\$ 40.82
Bi-Weekly	\$ 3,032.40	\$ 3,108.21	\$ 3,185.92	\$ 3,265.56
Annual	\$ 78,842.40	\$ 80,813.46	\$ 82,833.80	\$ 84,904.64
Deputy Chief				
Hourly	\$ 40.06	\$ 41.06	\$ 42.09	\$ 43.14
Bi-Weekly	\$ 3,365.04	\$ 3,449.17	\$ 3,535.40	\$ 3,623.78
Annual	\$ 87,491.04	\$ 89,678.32	\$ 91,920.27	\$ 94,218.28
Deputy Chief of Admin & Compliance*				
Hourly	\$ 42.06	\$ 43.11	\$ 44.19	\$ 45.30
Bi-Weekly	\$ 3,365.04	\$ 3,449.17	\$ 3,535.40	\$ 3,623.78
Annual	\$ 87,491.04	\$ 89,678.32	\$ 91,920.27	\$ 94,218.28

*40 hours per week

Exhibit B

MEMORANDUM OF AGREEMENT

The Town of Branford (the "Town") and Local 2533 of the International Association of Firefighters (the "Union"), hereby agree to the following:

1. The positions of Deputy Chief-Administration and Compliance and Fire Prevention Inspector are non-line staff, bargaining unit positions.
2. Non-line staff positions are those positions not assigned to one of the four shifts and whose primary function is to support the department according to their job descriptions.
3. The sections of the parties' collective bargaining agreement, as set forth below, will be modified.

Article 1 of the parties' collective bargaining agreement, dated July 1, 2016 to June 30, 2019 (hereinafter the "collective bargaining agreement") will be modified as follows:

The Town of Branford hereby recognizes Local 2533, International Association of Firefighters, AFL-CIO, as the exclusive representative and bargaining agent for the Fire Fighting bargaining unit, consisting of all full time Uniformed Fire Department Personnel except, the Fire Chief/Deputy Fire Marshal, Assistant Fire Chief/Fire Marshal and/or clerical personnel.

4. Article 7, Section 3 of the collective bargaining agreement will be modified as follows: The Town and the Union agree that for safety, as well as the efficient use of available personnel, non-line personnel may be used as additional manpower to perform firefighter, safety or EMS duties in accordance with the following conditions:
 - Non-line personnel are not counted as part of minimum staffing.
 - Non-line personnel may respond, as required, as an ambulance crew member during regularly scheduled hours.
 - When performing in a line function, non-line personnel will only have the authority of their tested and/or previously appointed position or the authority of an assigned IMS position per incident.
5. The Town and the Union agree that:

Non-line staff will be assigned to a forty (40) hour work week Monday through Friday beginning at 0800 and ending at 1700, including one (1) hour of unpaid lunch. These hours may be changed at the discretion of the Fire Chief/Deputy Fire Marshal or his designee.

If non-line staff personnel are required by the Fire Chief/Deputy Fire Marshal or his designee to work in excess of forty (40) hours per week in their capacity as non-line staff, they shall be compensated for all additional hours worked at the rate of time and one-half (1 ½) his/her regular hourly rate of pay. However, rather than being paid overtime, the Fire Chief/Deputy Fire Marshal or his designee, may require non-line staff personnel to take compensatory time off from work, at a time approved by the Fire Chief/Deputy Fire Marshal or his designee, in lieu of additional pay. Compensatory time off shall be compensated at time and one-half (1 ½).

If, however, any non-line personnel voluntarily work beyond forty (40) hours in a work week and said hours are hours worked in other than a non-line staff capacity, overtime shall be paid for hours worked in such capacity in excess of 212 hours in a twenty-eight (28) day work period in accordance with Article 9, Section 1 of the collective bargaining agreement.

Further, the hourly rate of work voluntarily performed in excess of forty (40) hours in a workweek will be determined based upon the hourly rate associated with the position filled as set forth in the collective bargaining agreement.

There shall be no duplication of hours for the purpose of calculating overtime payments.

Overtime work must be approved by the Fire Chief/Deputy Fire Marshal or his designee.

6. Non-line staff will receive an annual stipend in accordance with their EMT or Paramedic certification at the rates specified in Article 22 of the collective bargaining agreement.
7. Non-line staff must maintain their EMT certification or Connecticut Paramedic License with Yale New Haven Sponsor Hospital medical control (or other governing body) in order to remain working in their non-line staff position.
8. At an emergency scene, non-line staff shall be under the direction of the Incident Commander. Non-line staff positions will not supersede the Deputy Chief of Operations in the day-to-day operations of the shift.
9. Non-line staff shall be permitted to participate in the extra work firefighter rotation as follows: They may work only to the rank they held immediately prior to accepting a non-line staff position. Non-line staff will be offered extra work only after all other non-probationary bargaining unit members holding the same rank have been offered the work. The hourly rate received for said work will correspond to the position in which the non-line staff is filling.
10. The normal work hours and job capacity of non-line staff shall supersede and take precedence over extra work opportunities.
11. Non-line staff may return to a line position provided there is a vacancy in such position at a rank which is not higher than (s)he had been tested and/or appointed to prior to accepting a non-line staff position; a vacancy can be created by a bargaining unit member becoming and accepting non-line staff position.
12. Non-line staff positions will not be subject to order-in for work outside of their job description; i.e., line positions.
13. The town and the Union agree that non-line staff personnel will receive payment for sick days, vacation days, holidays, and any payment for accumulated sick days as provided by the collective bargaining agreement in the amount of eight (8) hours per applicable day:

Article 12, Section 5 would apply to a non-line staff position as follows:

Personnel holding a non-line staff position who are absent from duty for five (5) or more eight (8) hour days within a rolling thirty (30) day period due to sickness or accident shall on request provide the Chief with a note from a licensed physician, a licensed physician's assistant or an Advanced Practice Registered Nurse (APRN) certifying the nature of his/her last absence. The Town will respect the employee's privacy rights regarding the contents of the documented medical evidence.

Article 15, Section 1 would apply to non-line staff positions as follows:

Non-line staff personnel scheduled for duty shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and including

the day of burial, except that in no event shall such leave be more than three (3) days commencing with the day of death. Such leave may be extended at the discretion of the Chief of the Department.

For the purpose of this Article, the term "immediate family" shall mean and include the following: Mother, Father, Step Parent, Mother-in-Law, Father-in-Law, Sister, Brother, Spouse, Child, Grandparents and Grandchildren.

In addition, non-line staff personnel shall be granted one (1) day of funeral leave to attend the funeral services or wake of an aunt or uncle, a spouse's aunt or uncle, a spouse's brother, sister, and grandparents, and any relative living within the employee's household.

14. Non-line Staff will not be eligible for Special Leave as set forth in Article 14 of the collective bargaining agreement.
15. The rate of pay for the Deputy Chief of Administration and Compliance will be the same as for a line Deputy Chief except the hourly rate shall be determined by dividing the line Deputy Chief's regular salary by fifty-two (weeks in a year) divided by forty (40) regular hours assigned per week.
16. The rate of pay for the Fire Prevention Inspector will be the same as for a line Captain except the hourly rate shall be determined by dividing the line Captain's regular salary by fifty-two (weeks in a year) divided by forty (40) regular hours assigned per work week.
17. The Deputy Chief of Administration and Compliance shall be in overall charge of the Department in the absence of both the Fire Chief/Deputy Fire Marshal and the Assistant Chief/Fire Marshal; however, the Line Deputy Chief working his assigned shift shall remain in charge of emergency operations. (Ref. line 8 above)
18. Pending approval of the Board of Fire Commissioners on Thursday July 27, 2017, an additional yearly stipend of \$1,500 will be paid to the Fire Safety Inspector.

TOWN OF BRANFORD

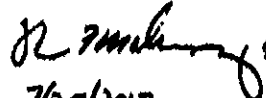
By 
Director of Human Resources

Date: _____

LOCAL 2533, IAFF

By 
Union President

Date: 07-25-17


7/25/2017
Fire Chief

Branford Town 002479-030, 031, 054, 054, 056, 057, 059

Coverage for: Individual + Family | **Plan Type:** CDHP



The Summary of Benefits and Coverage (SBC) document will help you choose a health **plan**. The SBC shows you how you and the **plan** would share the cost for covered health care services. NOTE: Information about the cost of this **plan** (called the **premium**) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (800) 922-6621 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,000 /single or \$4,000 /family. All Providers .	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible ?	Yes. Preventive care and Vision exam for In- Network Providers .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan ?	\$2,000 /single or \$4,000 /family for In- Network Providers . \$5,000 /single or \$10,000 /family for Out-of- Network Providers .	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes, PPO. See www.anthem.com or call (800) 922-6621 for a list of network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of- network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of- network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No.	You can see the specialist you choose without a referral .

 All copayment and coinsurance costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Specialist</u> visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Preventive care / screening / immunization</u>	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Lab – Office 0% <u>coinsurance</u> X-Ray – Office 0% <u>coinsurance</u>	Lab – Office 20% <u>coinsurance</u> X-Ray – Office 20% <u>coinsurance</u>	Lab – Office -----none----- X-Ray – Office Includes coverage for Breast Tomosynthesis.
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Tier 1 - Typically Genetic	0% <u>coinsurance</u>	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	*See Prescription Drug section
	Tier 2 - Typically <u>Preferred</u> / Brand	0% <u>coinsurance</u>	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
If you need outpatient surgery	Tier 3 - Typically Non- <u>Preferred</u> / <u>Specialty Drugs</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 4 - Typically <u>Specialty</u> (brand and generic)	0% <u>coinsurance</u>	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	-----none----- -----none----- -----none----- -----none----- -----none-----
	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	<u>Emergency room care</u>	0% <u>coinsurance</u>	Covered as In- <u>Network</u>	
If you need immediate medical attention	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	<u>Urgent care</u>	0% <u>coinsurance</u>	Not covered	
	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Outpatient services	Office Visit 0% <u>coinsurance</u> Other Outpatient 0% <u>coinsurance</u>	Office Visit 20% <u>coinsurance</u> Other Outpatient 20% <u>coinsurance</u>	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Office visits	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
If you are pregnant	Childbirth/delivery professional services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Home health care	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	<u>Rehabilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Habilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See Therapy Services section
	<u>Skilled nursing care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	120 days limit/benefit period.
	<u>Durable medical equipment</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See <u>Durable Medical Equipment</u> Section
	<u>Hospice services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If your child needs dental or eye care	Children's eye exam	No charge	20% <u>coinsurance</u>	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	*See Dental Services section

Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- Cosmetic surgery
- Glasses for a child
- Routine foot care unless you have been diagnosed with diabetes.

- Dental care (adult)
- Long-term care
- Weight loss programs

- Dental Check-up
- Private-duty nursing

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Acupuncture Coverage is limited to Pain Management.
- Hearing aids
- Routine eye care (adult)

- Bariatric surgery
- Infertility treatment

- Chiropractic/PT/OT/Chiro 50 visits/benefit period.
- Most coverage provided outside the United States. See www.bcbsglobalcare.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

ATTN: [Grievances and Appeals](#), P.O. Box 1038, North Haven, CT 06473-4201

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,840
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In this example, Peg would pay:

Cost Sharing	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
Limits or exclusions	
What isn't covered	
The total Peg would pay is	
\$60	
\$2,060	

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,460
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In this example, Joe would pay:

Cost Sharing	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$940
<u>Coinsurance</u>	\$0
Limits or exclusions	
What isn't covered	
\$55	
The total Joe would pay is	
\$2,995	

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,010
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In this example, Mia would pay:

Cost Sharing	
<u>Deductibles</u>	\$1,925
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
Limits or exclusions	
What isn't covered	
\$0	
The total Mia would pay is	
\$1,925	

The plan would be responsible for the other costs of these EXAMPLE covered services.

EXHIBIT D

TOWN OF BRANFORD SUBSTANCE ABUSE POLICY **FOR FIREFIGHTERS**

Scope and Overview

These policies and guidelines are formulated to protect the safety and security of the public and firefighters of the Town of Branford.

The Town of Branford will not tolerate drug abuse or alcohol misuse. Therefore, there are serious consequences in this policy for firefighters who use drugs and/or misuse alcohol.

No firefighter shall consume liquor or other alcoholic beverage or ingest drugs, other than those legally prescribed or obtained over the counter, while on duty. Any firefighter who is taking a prescribed or over the counter medication, has an obligation to inquire as to any side effects which might impair or otherwise interfere with the performance of his/her official duties. If there is a risk of impairment, the firefighter shall disclose such information to the Chief or his designee. If any firefighter is currently taking a prescribed medication, evidence must be submitted in writing from the attending physician within twenty four (24) hours after submission to a drug test. Any such related expenses will be paid by the Town.

Prohibited Behavior

Drugs

This policy prohibits the use and ingestion of drugs by a firefighter, on or off duty, unless there are acceptable medical reasons for use. Thresholds for positive results may change from time to time. The prohibited drugs are the following substances or derivatives thereof (herein "drugs"):

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

Because the Town of Branford is independently authorized to inquire if any drugs are prescribed for medical reasons by a licensed medical practitioner, that practitioner

must certify in writing to the current Town of Branford Drug and Alcohol Program Manager, an individual's fitness for fulfilling his job responsibilities as a firefighter.

Alcohol

This policy also prohibits the misuse of alcohol. Misuse is defined as having an Alcohol Concentration of 0.04 or greater (herein "positive for alcohol"). Alcohol Concentration (or breath alcohol concentration) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. This measurement is intended to be equivalent to the percent of blood alcohol commonly used in "driving while intoxicated", and is defined as grams of alcohol per 210 liters of breath. If other alcohol concentration measurement procedures are used (e.g. saliva) this measurement term will be equivalent. Herein BAC will be used to define "alcohol concentration".

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol.

Refusal to Submit

"Refusal to Submit" to a test is prohibited. Behavior that constitutes a "Refusal to Submit" includes:

1. Direct refusal to take a drug or alcohol test
2. Failure to provide a sufficient quantity of urine within the time limit under then current regulations, or the failure to provide sufficient quantities of breath or other fluids without a valid medical explanation
3. Tampering with or attempting to adulterate a specimen
4. Engaging in conduct that obstructs the testing process
5. Not reporting directly to the collection site after notification

A "Refusal to Submit" is equivalent to a positive test result for that test.

Possession & Consumption

No firefighter shall use any controlled substance. Firefighters shall inform the Fire Chief or his designee of any prescription drug use that affects their ability to perform the essential functions of their job.

No firefighter shall use or be under the influence of alcohol during work hours.

Additional Provisions

Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Individual

Drugs

The actual drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services (DHHS). There are various testing result thresholds of the presence of drugs before they will be reported as a presumed positive to the Medical Review Officer (MRO).

A urine specimen which is identified as positive on an initial test will be confirmed using gas chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO.

Individuals tested are in direct visual contact with their specimen until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, and the specimens are sealed in tamperproof containers with chain of custody paperwork. There is a rigorous "chain of custody" process that directly follows a specimen from collection to testing. If there are unrecoverable irregularities in this process, there is a "broken chain of custody".

The split specimen collection process provides significant additional security.

Alcohol

After an initial alcohol screening test is completed, a 15 to 20 minute wait is required to reduce the impact of mouth alcohol. The confirming testing process may only be performed on evidential breath testing equipment that utilizes air blanks to assure that ambient conditions are not negatively affecting the testing process. In addition, the alcohol breath testing equipment is periodically checked and calibrated with samples containing known alcohol concentrations. A firefighter is given a copy of positive test results. All test results are affixed with tamper proof tape to the testing forms.

Circumstances for Drug and/or Alcohol Testing

Firefighters will be required to submit to approved drug and alcohol tests in certain situations including the circumstances listed below. An individual may not select the source of any laboratory testing, other than the retesting of the split portion of a positive drug test (which will be discussed elsewhere in this policy); it must be performed by a Drug and Alcohol Testing Facility designated by the Town of Branford.

1. **Reasonable suspicion.** If, based on the observation of at least one supervisor, the Town of Branford has reasonable suspicion to believe that a firefighter is impaired while on duty by drug use and/or alcohol misuse, the firefighter shall be required to submit to immediate drug and/or alcohol testing based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the firefighter.

A firefighter sent out for a reasonable suspicion test will be provided with transportation to and from by the Town to the testing facility and the employee firefighter will be required to either accept transportation or arrange independent transportation home.

2. **Random.** Firefighters are subject at any time to random drug and/or alcohol testing while on duty. When notified, the firefighter will proceed immediately to the collection site. Transportation to the collection site will be provided by the Town when possible. The probability of being randomly selected in the future is not changed by prior random selections. A firefighter may be tested multiple times, or not at all, during any given year.
3. **Return to Duty.** A Return to Duty drug and/or alcohol test is required of a firefighter who has tested positive after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, before the firefighter is permitted to perform his/her job functions. To pass, an alcohol test must have a result of less than 0.02 alcohol concentration and a drug test must be a verified negative test result. Without a successful test result, that individual is not medically qualified to continue to perform his/her job function.

Follow-up. Following a resumption of duties, a firefighter will be selected for additional tests beyond the random requirement for a follow-up period that will not exceed sixty (60) months. The Human Resource Director or her designee, the Chief, or in his absence, the Assistant Chief, will determine the frequency of the follow-up tests. Tests may be for both drugs and alcohol.

Drug Collection Procedures

Upon notification, firefighters will be required to proceed to their assigned collection site without delay and with appropriate identification. A directly observed collection by a same sex collector will be required.

Certain situations may require that a specimen be discarded and a new collection may be initiated. Firefighters may only consume fluids in permitted quantities.

Spill Specimen Collection

Following approved procedures, urine collections will be based on the current split specimen requirement which may change from time to time. This requirement provides an additional level of protection for a firefighter.

Opportunity for a Re-Test

A request for a re-test will not delay any administrative actions.

After a positive drug and/or alcohol test result, there is no opportunity to have a second collection that negates the first positive test result.

Alcohol

There is no option for an alcohol split specimen collection and therefore there will be no opportunity for an alcohol re-test.

Drugs

If a firefighter has a positive drug test, the firefighter will have the option to have the split specimen portion retested at any DHHS certified laboratory of his/her choice. This option cannot be selected after 72 hours from the time of notification by the Medical Review Officer ("MRO") unless there is a significant reason acceptable to the MRO as to why the individual was delayed, such as an injury. If this option is selected, the firefighter must verbally notify the Drug & Alcohol Testing Facility or the MRO for the request of the re-test and send written notification to the Drug & Alcohol Testing Facility with a statement that the firefighter will accept any other DHHS certified laboratory, or the specified DHHS certified laboratory name, location, address, and telephone number, selected, if any. The firefighter must provide a copy to the Town of Branford's Drug and Alcohol Program Manager.

Testing Procedures

Drug Testing Procedures

A Drug test is sent to a DHHS certified laboratory (see the section: *Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Individual*).

Medical Review Officer

The program will utilize a MRO, a licensed physician (medical doctor or doctor of osteopathy) who has appropriate knowledge and medical training to interpret and evaluate an individual's initial confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's

responsibility will include providing a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen.

Before determining that an initial presumed positive test result is a Final positive, a canceled test, or a negative test result, the MRO will rule out alternate medical explanations through reviewing the tested individual's medical records, and will give the individual an opportunity to discuss the test result.

It is the firefighter's responsibility to contact the MRO within 24 hours upon notification from the Town of Bradford that the firefighter must contact the MRO. Failure of the firefighter to contact the MRO within this time frame will result in a Final determination of the result of the presumed positive Drug test without input from the firefighter.

Alcohol Testing Procedures

Alcohol testing will be performed in accordance with approved testing equipment and technicians. Breath Alcohol Technicians (BATs) are those individuals who have completed mandatory training on required collection and testing procedures and on the proper operation of equipment and approved alcohol testing procedures. Final confirmation testing will be conducted on an Evidential Breath Testing device (a breath testing device approved by the National Highway Traffic Safety Administration) which is on the "Conforming Products List of Evidential Breath Measurement Devices", or with other devices and procedures as may be authorized.

There are two types of breath tests that are to be administered, an *initial screening test*, and a *confirmation test*.

The Initial Screening Test

The first type of test is an initial screening test that is conducted using an authorized alcohol testing device by approved collection personnel. Any result less than 0.02 BAC is considered a negative test and no further screening is conducted. If the initial screening test is 0.02 BAC or greater, an alcohol confirmation test will be conducted.

The Confirmation Test

If the initial screening test is 0.02 BAC or greater, a confirmation test is performed by a BAT on an EBT following a specified procedure after a specified waiting period. The EBT will have the capability of printing out the test result.

Referral for Evaluation and Treatment

If a firefighter has a positive test result for Drugs and/or alcohol he/she must have an evaluation by a Substance Abuse Professional. This assessment will evaluate whether

the individual needs assistance resolving problems associated with Drug and/or alcohol misuse. If treatment is prescribed, the firefighter must complete the recommended program, before that individual is medically qualified to work as a firefighter.

Final Test Result

An alcohol test result is a Final test result after the alcohol Confirmation test.

A positive drug test result is Final after an individual with a positive drug test result either: (1) does not request a Split Specimen Retest within the time frame allowed, or (2) the requested retest reconfirms the positive result.

Records

All drug testing and related medical records and information will be maintained in a confidential manner and their disclosure shall be strictly limited in accordance with applicable law. Each firefighter will have the right to have a copy of his/her Drug test result upon written request.

Consequences for Use of Drugs and Misuse of Alcohol (Termination after Second Positive)

On First Positive

In all events of positive drug test results (including a refusal to test as defined elsewhere) or alcohol test results with a BAC of 0.04 or greater (or a refusal to test), the firefighter will have the following consequences. A request for a re-test for positive drug test results will not delay the consequences.

1. Not be permitted to return to work.
2. Be referred to a Substance Abuse Professional.
3. Be required to enter (allowed to use accumulated sick time and vacation time for treatment) and successfully complete a certified drug and/or alcohol program. Said leave will be counted as a Family and Medical Leave of Absence (FMLA) if the firefighter is eligible for FMLA.

Be required to pass a return to duty test (or tests if both a Drug and an alcohol test are required by the Substance Abuse Professional) before work activities are resumed.

Be placed in a follow-up testing program until completed after a confirmed positive drug or alcohol test.

On A Second Positive Result

On a second positive Test Result of either Alcohol or Drugs, the firefighter will be terminated.

Other Consequences as a Result of This Policy

As independently authorized, a firefighter sent out for a reasonable suspicion test will be required to accept Town of Branford arranged transportation to and from, or arrange for independent transportation home. Refusal to accept independent transportation may result in immediate dismissal.

Financial Issues for the Firefighter

The Town of Branford will be responsible for the expense of the first return to duty Drug and/or alcohol test after a first positive test result.

The cost of all follow-up tests (not covered by the firefighter's insurance) will be covered by the Town of Branford. This follow up testing program will continue for up to sixty (60) months.

If the firefighter requests a retest of the split portion of the Drug test urine collection, it will be covered by the Town of Branford, if not covered by the firefighter's insurance.

Costs of the treatment program and any other services (other than the costs that the Town is willing to pay as set forth herein) are to be borne by the firefighter.